Supreme Court, U.S.
FILED

No. ___ 991853 MAY 2 2008

OFFICE OF THE CLERK

In The

SUPREME COURT OF THE UNITED STATES

OLGA MARY LANSING,

Petitioner

vs.

STATE FARM AUTO INSURANCE COMPANY,
and
ALL STATE AUTO INSURANCE COMPANY,

Respondents.

On Petition For A Writ Of Certiorari
To The United States Court Of Appeals
For the District of Columbia

PETITION FOR WRIT OF CERTIORARI

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47pp

QUESTIONS PRESENTED

Whether the Court of Appeals deprived petitioner of fairness and due process by applying the standard review of affirming the lower court's order, instead of de novo standard for corrections of

- concealment of vital evidence
- concealment of defendants' identities
- manipulation of the lower court process
- racial discrimination

How can the defendants hide so much of vital relevant information and still be credible?

LIST OF PARTIES

The caption of the case contains the principal parties to the proceedings in the Superior Court of the District of Columbia.

Kathleen Wulff Chamberlin, counsel representing State Farm.

Brandon Gladstone, counsel representing All State and Pasha Lakesha Nettles.

Jeremy Flachs,* counsel, representing Olga M. Lansing.

There is no parent or publicly held Company, except for State Farm and All State.

In this petition, the parties are referred to as follows:

State Farm Automobile Insurance Company, as "State Farm"
All State Automobile Insurance Company, as "All State"
Olga M. Lansing, Petitioner, as "Lansing"
Pasha Lakesha Nettles, Defendant, as "Nettles"
Kathleen Wulff Chamberlin, Counsel for State Farm Auto Insurance Company, as "Wulff"

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* represented Lansing only at the jury trial.

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TABLE OF AUTHORITIES

United States Constitution/Bill of Rights:

Fifth Amendment and Fourteenth Amendment guarantee
- right to due process, and
- right to a fair hearing before an impartial jury

Right to a due process was UNCONSTITUTIONAL when, on Wulff's request, Judge Levie allowed to

1. Conceal identities and representation of the insurance companies, before jurors entered the courtroom

2. Select black jurors, no white jurors
   Prejudice—there was no impartiality
   Right to impartial jury was denied.
   (Rule 23, USCS)

3. Prevent full discovery by
   a. Concealing insurance companies' Identities
   b. Portraying the defendants as one party instead of two (App. 25)
   c. "Quashing" subpoena for Arbitration Board's records (App. 6)

Haines v Liggett Group, Inc. 140 F.R.D. 681 - 696 (D.N.J./1992). This relates to the fact that Wulff acted fraudulently to invoke exception to work-product privilege as Protective Order. On permission of the judge, Wulff concealed representation and identities of the insurance companies—clearly intended fraud.

Wulff played a key role in the selection of jurors; she eliminated all prospective white jurors and selected young black jurors. It is this factor and others which demonstrate Wulff's affirmative misconduct which constitute the alleged fraud. Wulff took every possible measure to mislead the court.

For fear of full disclosure before the Appeals Court, Wulff prepared an order for Judge Levie's signature (App, 6), quashing the subpoena for relevant documentation; without the documentation, full disclosure is not possible.

Grand Jury Proceedings (FMC), 604 F.2d 798, 802-03 (3d Cir. 1979) In re Grand Jury Subpoena Duces Tecum, 731 F.2d 1032, 1039 (2d Cir. 1984); see also id.

> "the fraudulent nature of the objective need not be established definitively; there need only be presented a reasonable basis for believing that the objective was fraudulent."

The petitioner presented ample evidence which supports theory of fraud. Crime/fraud exemption applies since it is supported by prima facie, compelling evidence. "The work product" privilege under a Protective Order is perverted if it is used to further illegal activities over money and morality. There are no overpowering considerations that would justify the shielding of evidence that aids continuing fraudulent activity. In this case the privilege obstructs the truth, crime-fraud exception comes with "good cause" to deny applicability of the work product doctrine. Principle of exception is properly invoked.

Rule 26, USCS, is also applicable. Arbitration Board documents were prepared in a normal course of business two years before the trial for arbitration purposes, therefore, those documents are not protected by work product doctrine/Protective Order.

This court has sufficient reason to compel State Farm to release the Arbitration Board's documents to the Petitioner.

No precedent was found where such gross negligence occurred throughout the entire jury trial. Wulff manipulated the trial from the beginning to the end. Judge Levie allowed incredible latitude in the court process.

PETITION FOR WRIT OF CERTIORARI

Petitioner Olga M. Lansing (Lansing) prays for and respectfully requests this Court to issue a writ of certiorari to review the opinion of the United States Court of Appeals for the District of Columbia which affirmed the lower court's order. The lower court's order denied motion for a new impartial jury trial and denied full discovery of vital evidence (App. 6).

OPINIONS BELOW

District of Columbia Court of Appeals Memorandum of Opinion and Judgment (App. 1) on January 28, 2000, confirmed the lower court's order (App. 6).

The Court of Appeals failed to recognize that the jury was not impartial. The Court of Appeals, short of oral explanation, had no way of knowing that the whole trial was manipulated by Wulff. Wulff, in addition to clouding the issue with extensive irrelevant information, took advantage of the loopholes and "soft" spots in the legal system; e.g., as authoring documents for Judge Levie to sign, the documents to safeguard State Farm interests.

Before commencement of the trial, Wulff obtained Judge Levie's approval to cover-up insurance companies' identities and representation. Without full disclosure no sound judgment can be made.

Black jurors, seemingly from a low or disadvantaged class, did not understand the issue nor could have a clear picture of representation beyond the two parties and Lansing's white face in one and Nettles' black face in the other with whom they could identify.

The Appeals Court reviewers apparently did not understand the problems with the issues before them. Wulff prepared far fetched, remotely relevant expositions on the case. Specifically, the Appeals Court raised the issue of the Insurance policy; not realizing that the insurance policy provision of $300K was the sole reason for Wulff being a part to this suit—Wulff was "the Insurance Policy."

UNIDENTIFIED DRIVER caused the Accident--the occurrence covered by the State Farm insurance policy provision. Concealing the insurance companies involvement, coupled with concealing Arbitration Board's documents which should have been produced by the State Farm voluntarily, if they were honest, fully imply a fraudulent act. Lansing has nothing to hide. Without the documents full discovery was impossible. Judge Levie allowed unprecedented latitude during the jury trial and Wulff took full advantage of it. Wulff manipulated the court process and clouded the real issue beyond comprehension. The jury trial was a mockery of the judicial process.

JURISDICTION

On January 28, 2000, District of Columbia Court of Appeals, Civil Division, issued its Memorandum of Opinion and Judgment (App. 1).

On February 22, 2000, District of Columbia Court of Appeals, Civil Division, denied petitioner's request for a rehearing (App. 17).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Constitution of the United States, Fifth Amendment and Fourteenth Amendment provide for, in part, "No person shall ... be deprived of life, liberty, or property, without due process of law."

Due process must be before impartial jury. Jury was not impartial, the jurors were black (p. 7 & App.25).

STATEMENT OF THE CASE

A. Factual Background.

The car accident occurred at 1540 hours on February 9, 1996. An Unidentified Driver caused the accident—Nettles admitted this in court which is the only true, unchanged aspect in her testimony. The other parts in Nettles' testimony were changed apparently with counsel coercion and elapsed time, although nothing can eradicate the truth. (This is where the discovery of Arbitration Board's records, created the year of the accident, is important.) Without this vital evidence, full discovery is not possible.

Accident occurred on the 14th Street Bridge, The area under the jurisdiction of the District of Columbia. Lansing and Nettles were traveling South. Nettles was traveling at a slightly higher speed than the limit of 35 mph, when an Unidentified Driver, traveling at greater speed than Nettles, swerved in front of Nettles on the right. Nettles testified that the driver was black and the car was black. Nettles' spontaneous reaction was to avoid hitting the Unidentified Driver to veer left, where she hit Lansing's car. Lansing almost ended up in the river. Nettles was covered by All State and Lansing by State Farm insurance.

B. Cover-up.

A jury trial was held during October 5-14, 1998, period. Wulff set out to protect State Farm's interests at all costs. Specifically, to divert attention from the real cause of "Unidentified Driver" fault, Wulff used all and any tactics to cover-up by creating pages and pages of extraneous ramblings and unrelated references.

When the trial began Lansing was not aware of the insurance coverage and did not know who was present. Lansing wondered why Wulff was there, first concluding that she was a trainee until Wulff asked for and received approval from Judge Levie to conceal the insurance companies identities and representation.

The "Unidentified Driver" fault coverage is up to $300,000 (App. 18). State Farm does not want to live up to what they promise, they do not want to honor its insurance commitment.

C. Insurance Companies.

Insurance companies' concealment was then and is now a mystery. For whatever reason, and possibly some kind of insurance business and lawyers collusion, Lansing's counsel coached her and all the witnesses to stay away and not mention the word "insurance" anywhere. Without full discovery, no matter who is involved, there can be no clear understanding and justice. When Lansing asked her counsel to obtain the Arbitration Board's records from State Farm, the counsel skirted the issue.

Lansing put all trust into her counsel, a professional, she did not question him, just followed his direction. Lansing as a first-time observer of the courtroom did not understand what was taking place. However, when Judge Levie granted permission not to disclose insurance companies' presence, the trial became a big puzzle. How can one expect to have young jurors understand what was happening?

D. Arbitration Board.

In 1996, the year of the accident, depositions were taken for use by the Insurance Companies' Arbitration Board. The Arbitration Board ruled for Lansing and reimbursed the $250 collision deductible as well as medical and property expenses. The Arbitration Board's records were subpoenaed on November 2, 1998 (App. 25). The records were not available for the jury trial. Lansing's counsel, in pretrial preparations, also steered everyone clear of "insurance;" he did not follow through to get the records when Lansing specifically asked him to do so. After the trial, State Farm ignored the subpoena, which, in itself, is Contempt of Court. On January 27, 1999, Judge Levie signed an order, prepared by Wulff, to quash the request for the Arbitration Board records (App. 6). Wulff set out to push the Unidentified Driver issue "under the rug," and, so far, she has been successful. If cover-up continues; there could be NO FULL DISCOVERY without the Arbitration Board's records.

E. Jury.

Wulff played a lead role in selecting the jurors. The jurors were black, disproportional to the Washington, D. C. population of 60% black and 40% white. The jury must be a "representative cross section of the community." All black jury selection had a disparate impact and was illegal. Discrimination is addressed and is the first component of "impartiality" as covered by law under Equal Protection Clause.

Lansing had no say in Jury Selection since she was represented by a counsel. The muffled sound in the courtroom prevented hearing, therefore, observation only was possible. Wulff selected disadvantaged young blacks, with limited education. This was evident by the jurors' disrespect for court. Jurors' behavior through the trial was noted—some jurors were slouched in their seats and asleep, their feet up, or chewing bubble gum, not to mention apparel. Wulff eliminated all prospective white jurors.

F. Court of Appeals.

The reviewer(s) of the case, as the jurors, were equally confused. The term "alleged" was frequently used concerning statements of "fact" (App. 1). No oral argument was held, and a rehearing was denied (App. 17). Confusion stems from Wulff's steering, cover-up, deceit, and clouding the real issue of UNIDENTIFIED DRIVER cause with extraneous, voluminous writings and irrelevant case references. If the Appeals Court reviewer(s) understood the case, more specifically, Wulff's role, they would not have asked for the insurance policy. Wulff was the "insurance Policy."

G. Total scenario.

The whole case was twisted out of shape and distorted, including the courtroom setting which appeared to have only two parties to the case, not three (App. 25).

Full discovery was not possible because of COVER-UP. The court process was flawed from beginning to end with Wulff's manipulation. Wulff took advantage of all "soft" spots in the system; e.g., authoring papers for the judge to sign, obtain judge's approval for cover-up of identifies and other deviant moves. Wulff exploited the judicial system to the fullest to achieve State Farm's objectives. Wulff's actions were malicious and obstructing justice. Wulff should be subject to judicial discipline to deter wrong-doing in the future.

TRUTH and JUSTICE MUST PREVAIL

REASONS FOR GRANTING THE WRIT

The Court of Appeals' decision to affirm the lower court's order represents a gross miscarriage of justice, and so far departs from the accepted and usual course of judicial proceedings as to call for an exercise of this court's supervisory power.

PREJUDICE at trial. Race is an important factor and, in great measure, had a bearing on the outcome particularly when nothing else made sense. DENIAL OF EQUAL PROTECTION.

COVER-UP of insurance companies' role and identities set the trial on a wrong footing.

CONCEALMENT of vital evidence (Arbitration Board's records) precluded full disclosure. These records are not client privileged work papers since the records were created two years before; however, the records contain not only relevant but vital information on the issue in dispute. The judicial power carries with it the authority to obtain information needed in the rightful exercise of that power and to employ compulsory process for producing vital evidence. Fraudulent act to conceal the Board's records is not protected by the "work product rule," or any Protective Order. Discovery of the evidence could have tipped the scale.

Defendant Nettles was COERCED and changed her story how the accident happened. UNIDENTIFIED DRIVER fault, however, is indisputable fact, acknowledged by Nettles.

ERRORS occurred such as LACK OF FULL DISCOVERY, aggressive counsel Wulff, in her tactical maneuvers while breaking the laws, and Judge Levie allowing such LATITUDE as for Wulff to run the show and allowing COVER-UP.

CONCLUSION

The trial process was manipulated by Wulff, Counsel for State Farm. The jury was not impartial. Suppression of vital evidence and ignoring subpoena represents fraud. Due process of law, fairness and justice did not take place. Full discovery is imperative. Oral argument was not presented before the Appeals Court. The legal battle ends up with the most aggressive counsel winning despite the truth and judicial principles. A new trial with full discovery of identities and of all vital evidence would be appropriate.

For the foregoing reasons, the petition for Writ of Certiorari should be granted.

Respectfully submitted,

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Date: May 18, 2000

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APPENDIX

DISTRICT OF COLUMBIA COURT OF APPEALS
No. 99-CV-199
Olga M. Lansing,

Appellant,

CA-2656-97

v.

Pasha L. Nettles
AND
State Farm Auto Insurance Company,
Appellees.

Appeal from the Superior Court of the
District of Columbia

(Hon. Richard A. Levie, Trial Judge)

(Submitted January 20, 2000 Decided January 28, 2000)

Before GLICKMAN, *Associate Judge*, and KING and FERREN, *Senior Judges*

MEMORANDUM OPINION AND JUDGMENT

Appellant Olga M. Lansing appeals *pro se* from a Judgment in favor of the appellees entered after a jury trial in her negligence action arising out of an automobile accident. In her complaint appellant alleged that the accident was the fault of appellee Pasha L. Nettles and/or an unknown driver whom she designated "John Doe." In addition to suing Nettles, appellant sued her own insurance carrier, appellee State Farm, as a proxy for "John Doe" pursuant to the Uninsured motorist provisions of her automobile insurance policy. The jury returned a verdict for the defendants (appellees),

finding that neither Nettles nor "Doe" had been negligent. Appellant filed motions for a new trial, and in support of those motions served a post-trial subpoena on State Farm for records of an arbitration which apparently related to her accident. In a written opinion and order dated January 27, 1999, the trial court quashed this subpoena and denied appellant's request for a new trial.

In her brief, appellant complains of the conduct of her trial, alluding to (I) alleged improprieties in jury selection resulting in radial imbalance, (ii) alleged concealment from the jury of the involvement of State Farm and Nettles' Automobile insurance carrier, (iii) allegedly false testimony by Nettles, (iv) alleged misconduct at trial on the part of State Farm's attorney, and (v) an allegedly unfair verdict form. Additionally, appellant complains that her insurance policy was Not "duly applied."

We are unable to reach any of these contentions. We must affirm the judgment of the trial court because appellant has not presented this court with a record sufficient to show affirmatively that the trial court committed any error. In particular, appellant has failed to order and include in the record on appeal a transcript of the trial or the depositions on which she predicates her complaints (nor does the record on appeal include a copy of her insurance policy).1

This court has explained the requirement that Appellants bear the burden of presenting a sufficient record on appeal as follows:

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1 The verdict form is part of the record. On its face it is not unfair to appellant. Contrary to her contention in her brief, the verdict form was not suggestive and did permit the jury to find for appellant if it had found "John Doe" at fault.

> A judgment of any trial court is presumed to be valid. *Harvey v. United States,* 385 A.2d 36, 37 (D.C. App. 1978); *see United States v. Alston,* 412 A.2d 351, 359 (D.C. App. 1980) (en banc). A losing party who notes an appeal from such a judgment bears the burden of "convincing the appellate court that the trial court erred."*Harvey v. United States, supra.* 385 A.2d at 37; *accord, Higgins v. Carr Bros. Co.,* 317 U.S. 572, 574, 63 S. Ct. 337, 338, 87 L. Ed. 468 (1943). In meeting that burden, it is appellant's duty to present this court with a record sufficient to show affirmatively that error occurred. *T.V.T.Corp. v. Basiliko,* 103 U. S. App. D.C. 181, 183, 257 F.2d 185, 187 (1958); *see Palmer v. Hoffman,* 318 U.S. 109, 116, 63 S. Ct. 477, 481, 87 L. Ed. 645 (1943); *Murchison v. Peoples Contractors, Ltd.,* 250 *A.2d 920, 922* n.7 (D.C. App. 1969); *D.C. Transit System, Inc. v. Milton,* 250 A.2d 549 (D.C. App. 1969) *Walker-Thomas Furniture Co. v. Jackson,* 189 A.2d 123 (D.C. App. 1963). The responsibility of perfecting the record remains with appellant and "cannot be shifted to either the trial court or this court." *Brown v.Plant,* 157 A.2d 289, 291 (D.C. Mun. App. 1960).

Cobb v. Standard Drug Co., Inc., 453 A.2d 110, 111 (D.C. 1982); *Accord. Stockard v. Moss,* 706, A.2d 561, 567 (D.C. 1997); *Stebbins v. Stebbins.* 673 A.2d 184, 188 n.5 (D.C. 1996); *Mack v. Zalco Realty,Inc.,* 630 A.2d 1136, 1138-39 (D.C. 1993).

The normal, and much preferred, method of presenting the record where an appellant seeks to challenge rulings made in the course of trial or other hearing is by means of a verbatim transcript ordered from the court reporter; though in "extraordinary" cases a formal statement of proceedings and evidence, prepared by the appellant or both parties "with special leave of this court" and approved by the trial court, may be substituted for a transcript. *See* D.C. App. R. 10©-(d)(1999); *Cobb*, 453 A.2d at 111. In this appeal, appellant has failed to utilize either of those methods. Instead, we are presented with the unsupported (and conflicting) statements of counsel in the parties' briefs, together with the trial court's order of January 27, 1999. "Appellate review is limited to matters appearing in the record before us, and we cannot base our review of errors upon statements of counsel which are unsupported by that record." *Id.* At 112 (citations and internal quotation marks omitted.)

Appellant also complains that the trial court erred in Quashing Her post-trial subpoena. The trial court found that appellant failed to demonstrate that the documents that she subpoenaed were relevant to her new trial motions and also noted that appellant had not explained her failure to seek discovery of the documents in pretrial discovery. Appellant's conclusory assertions that the arbitration materials "pertain to the very nature/ core of the matter under dispute here" are insufficient to convince us that the trial court abused its discretion so as to entitle appellant to reversal, *see. E.g., Johnson v. Marcheta Investors Ltd. P'ship*, 711 A.2d 109, 111 (D.C. 1998); *In reHerndon*, 569 A.2d 592, 596 (D.C. 1991).

Accordingly, it is hereby ORDERED AND ADJUDGED That the judgment on appeal herein be, and the same hereby is, affirmed.

FOR THE COURT:
/S/
GARLAND PINKSTON, JR.
Clerk of the Court

Copies to:
Hon. Richard A. Levie
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Olga M. Lansing, 8726 Beechwood Dr., Fairfax, VA 22031 Quentin R. Corrie, Esq., 12600 Fair Lakes Cr. Suite 220, Fairfax, VA 22033; Kathleen M. Wulff, Esq., 4200 Parlaiment Pl., Suite 2004, Lanham, MD 20706

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

OLGA M. LANSING	)
Plaintiff	)
	) C.A. No. 97-2656
v.	) Calendar 16
	) Judge Richard A.
PASHA LAKESHA NETTLES, et al.)	Levie
Defendants	)

ORDER
(January 27, 1999)

As a result of an automobile collision on the 14th Street Bridge, Plaintiff filed suit against Defendant Nettles and State Farm Insurance Company, her insurance company. At trial the Unidentified driver was referred to as John Doe. After a trial, the returned a verdict in favor of Defendants Nettles and Doe, concluding that neither was negligent.

Since the trial a number of motions have been filed by Plaintiff, acting pro se, her trial counsel and Defendant State Farm. Pending before the Court are the following motions: (1). Plaintiff's Motion for a New Trial, dated October 20, 1998. (2). Plaintiff's Motion for a New Trial Reaffirmed, Dated October 28, 1998; (3). Plaintiff's Amended Motion for a New Trial, dated (date left off) (4). Plaintiffs Amended Motion for a New Trial-Withholding of Evidence, dated November 12, 1998; (5). Plaintiff's Motion for Assessment of Costs, dated October 31, 1998; (6). Plaintiff's Amendment Motion for a New Trial, dated January 22, 1999; (7). Defendant State Farm's Motion for a Protection (sic) Order, dated November 12, 1998.

All of the motions have been opposed.

Discussion

Plaintiff's Motions for New Trial

Plaintiff's initial motion merely asserts that "the Presentations by the lawyers were totally distorted" and that Plaintiff "would like to have the opportunity to explain clearly and in layman's language what happened."

A week later she filed her "Motion for a New Trial Reaffirmed" in which she was somewhat more specific in Stating the reasons upon which her motions rested. In this second motion, Plaintiff asserted that the fact that the jury did not know that one defense counsel was hired by an Insurance company to represent Ms. Nettles, and that the other defense counsel represented State Farm, constituted a fraud. Her second ground for a new trial was based upon an attack on her by counsel for Defendant Nettles.

The grounds listed against Defendant Nettles' Counsel are as follows:

1. Dereliction of counsel.
2. Lack of moral and ethical conduct/ fraudulent conduct, subject to disciplinary action.
3. Intentional dishonesty and misrepresentations.

4. Withholding true facts to serve self interests.
5. Intentionally obviated and obscured evidence, an issue of material fact.
6. Demeaning professional and expert standing of witnesses.
7. Skewed the trial process denying the party substantial Justice.
8. Guided the Defendant to lie about the actual facts of the accident, creating a totally wrong scenario. What happened can be proven otherwise today, considering all the facts.

(Motion for a New Trial Reaffirmed). Attached to this Motion was a one page, single spaced typed account of the events of the collision, according to the Plaintiff. By her account, defendant Nettles' counsel coached his client that there would be credibility in her wearing her Marine Corps uniform.1

Less than a week later, on November 2, Plaintiff filed her "Amended Motion for a New Trial." In this document Plaintiff attacked the jury, the courtroom and the Court. As to the jury, Plaintiff claims that the jury was composed mostly

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1. The Court raised with all counsel the issue of Defendant Nettles, who was on active duty, wearing her uniform, But there was no objection interposed by any counsel.

of young African Americans who "may not own a car, may not even drive." As to the courtroom, Plaintiff asserts that the jury saw her against two insurance companies and a white Plaintiff against a black Defendant.2 As to the Court, Plaintiff criticizes the Court's permitting certain cross-examination of her by Defendant Nettles' counsel, questions conversations that took place between the judge and jury after the verdict and before counsel met with the jury, and objects to the Court's use of a verdict form, which was close to the type proposed by Defendant Doe's counsel.

With respect to the jury, no objection was made by Plaintiff's counsel in the composition of the jury nor was the issue raised about whether any jurors did not drive.3 It was only after the verdict that Plaintiff makes any complaint about the jury.4 In any event, the Court finds no merit in Plaintiff's argument. Moreover, there

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2. Plaintiff asserts that her attorney told her that "the few white potential jurors were eliminated by the defense counsels, and the black jury was prejudicial." (Amended Motion-Statement). The court does not have any basis to conclude that Plaintiff's counsel actually made these statements. In any event, there was no challenge to the composition of the jury or the manner in which the Defendants' strikes were exercised.

3. Even if some jurors did not drive or own a car, there is no Basis on this record to consider whether such facts, even if True, would render such person unfit to serve on a jury in the automobile collision case.

4. Insofar as Plaintiff complains that Defendants sought to empanel a jury that would be deemed by Defendants as likely to be receptive to their case, that, without more, is no legal basis to complain.

was no reason, as the Court stated on the record, for the jury to know that State Farm was the real party in interest with respect to Defendant Doe.5

With respect to the layout of the courtroom, Plaintiff again seems to be arguing about the fact that there were two Defendants and that she was a Caucasian plaintiff against an African-American defendant (Ms. Nettles) and a non-present Defendant (John Doe). There is nothing here concerning the number of defendants, the races of the parties or the racial composition of the jury that entitle her to a new trial.

The Court's recollection of the cross-examination of Plaintiff is somewhat at variance with that of Plaintiff. While Ms. Nettles' counsel style of cross-examining Plaintiff might have been distressing for Plaintiff, particularly in light of verdicts for the defense, Plaintiff was represented by counsel who was perfectly capable of objecting when he thought it appropriate. Although the cross-examination of Plaintiff was combative, the Court recognized that all parties were represented by Counsel who usually have tactical reasons for objecting

5. As noted, the Court stated on the record its reasons for excluding any reference to State Farm as the real party in interest. It does not follow, in law or logic, from this ruling that there was any misrepresentation to the jury. The Court's ruling was premised upon an analysis of the prejudice versus probative value of the jury knowing that State Farm was the real party in interest, particularly given the nature of the issues which the jury would be called upon to decide.

or not objecting. If an attorney feels that his or her client is being attacked by the cross-examiner, it is not unreasonable to take no steps to intervene in the hope that the jury will resent the cross-examiner or feel sympathy toward the client. These are tactical decisions of counsel which the Court is loathe to second guess in the absence of conduct which offends the decorum of the court as an institution. The Court obviously concluded that the conduct here of Ms. Nettles' counsel did not rise to that level.

As announced to the parties, the Court chose to communicate, *after the verdict,* with any jurors willing to discuss the case with the Court and counsel. No discussions occurred between the Court and the jury prior to the verdict. The record will reflect that the verdict form ultimately produced by the Court, while largely based on the one generated by Defendant Doe's counsel, was a composite reached after discussion with and argument by all counsel. Even if the Court had adopted *in toto* a verdict form submitted by one party, there is nothing inappropriate about such adoption, so long as the form is otherwise legally correct.

Motion for a Protective Order

State Farm has moved for a protective order to quash a Subpoena issued by Plaintiff almost three weeks after the trial Concluded seeking "arbitration board records and statements Made concerning a February 1996 accident." Plaintiff asserts that "this essential documentation clearly proves the defendants' manipulation of the October 5-14, 1998, court process, distortion and cover-up of facts along with withholding of defendants' representations and jury selection." (Pl.s

Opposition to Motion for Protective Order – Amended). State Farm argues that it is unclear whether Plaintiff's post-trial Subpoena refers to the pre-trial mediation or the intercompany Arbitration regarding property claims, that any such information is privileged and is otherwise not relevant.

The Court finds that a protective order should issue. If Plaintiff is seeking records from the mediation, they are privileged; if she is seeking the intercompany arbitration records, she has failed to demonstrate any relevancy for such records. The Court has discussed above, in the context of the new trial motions, the assertions made by Plaintiff. There is no reason to suggest that the records sought by subpoena would add anything new to bolster Plaintiff's arguments nor that any such information would be relevant or admissible at trial. There is no suggestion, nor likely could there be, that Plaintiff's counsel did not know about any intercompany arbitration. The absence of any pre-trial requests for such records while Plaintiff was represented by counsel is not insignificant.

Plaintiff's Motion for Assessment of Costs

During trial Plaintiff called an internist, Dr. Baig. The cross-examination by Defendant Nettles' counsel took a large Amount of time and was not completed when the Court recessed for the day. Once the jury and witness had departed from the courtroom, the Court ascertained that Ms. Nettles' counsel had not taken a discovery deposition of the doctor and suggested that counsel was using his cross-examination largely as a discovery deposition. When Ms. Nettles' counsel defended his actions and his right to conduct

his cross-examination as he saw fit, the Court observed that, had he taken a discovery deposition, defense counsel would have had to pay the doctor's fees. By waiting until trial to take "in effect" a discovery deposition, the Court stressed that defense counsel was avoiding payment of an expert fee and shifting such costs to Plaintiff's counsel. While putting all of its reasons on the record, the Court indicated that it was reserved the right to assess against Ms. Nettles' counsel some of the doctor's fees. Plaintiff has now moved, through counsel, for an order that Ms. Nettles' counsel pay 50% of the doctor's fees.

Ms. Nettles' counsel responds that his examination was proper, that Plaintiff's counsel failed to object, that Superior Court Civil Rule 54-1 does not permit the award of such fees and that Ms. Nettles' counsel was not told by the Court that his cross-examination was improper. He goes on to assert that "(I)f anything, defense counsel should be commended for conducting a proper, thorough, competent and accurate cross-examination covering all relevant matters raised in the direct examination of plaintiff's witnesses ...." (Opposition at 2). Ms. Nettles' counsel contends that the trial took so long because of the "inefficient, inflexible and overloaded (Superior Court) court system...", the long breaks of the Court and the need to recess at 4:45 pm. (Opposition at 2-4).

Ms. Nettles' counsel is correct that the Court did not rule his cross-examination improper. This assertion, however, does not reach the full scope of the situation. The fact that the form of the questions or the scope of cross-examination were not improper does not mean that there was nothing wrong with the cross-

examination. The Court chooses not to comment on counsel's somewhat immodest self-assessment other than to say that the Court does fully join in the self-assessment.

The problem identified by the Court is not one encompassed within Rule 54-1. Rather, the problem is one of wasting valuable trial time to question a witness about matters that, more properly, should have been the subject of pretrial examination by means of a deposition. The Court recognizes that, as a general rule, it might not be able to force any party to expend the time and money to take depositions. It does not follow from this, however, that the Court's obligation to try and run a trial in a fair, orderly and efficient manner, whereby irrelevant or time-wasting examination need not occupy a jury's time, prevent the Court from imposing some limits or otherwise sanctioning a party or counsel.

While the Court does not condone the actions of Ms. Nettles' counsel, consideration of the entire circumstances Does not satisfy the Court that it should exercise its inherent powers to award monetary sanctions here.6 It was the Court that raised the issue discussed here, but it was not done so until the examination was completed for the day. In hindsight, the better course would have been to prospectively impose time limits on the cross-examiner. There is no basis in this record for the Court to conclude that the actions of counsel here were done in bad faith, to delay

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6. There is no question that the Court has the inherent authority to Award sanctions for the conduct of counsel. See Chambers v. Nasco, Inc., 501 U.S. 32, 43-45 (1991); Barnes v. Dalton, 158 F.3d 1212 (11th Cir. 1998); State of New York v. Operation Rescue National, 1994 U.S. Dist. LEXIS 14450 (S.D.N.Y. 1994).

the proceedings or to increase the cost to Plaintiff for the presence of the witness. Thus, the Court is not prepared on this record to shift to Ms. Nettles' counsel the cost of bringing the witness back the next trial day to continue the cross-examination.

Accordingly, for the foregoing reasons, it is this 27th day of January, 1999:

ORDERED that the following motions filed by Plaintiff are hereby **DENIED:**

(1). Plaintiff's Motion for a New Trial, dated October 20, 1998.

(2). Plaintiff's Motion for a New Trial Reaffirmed, dated October 28, 1998;

(3). Plaintiff's Amended Motion for a New Trial;

(4). Plaintiff's Amended Motion for a New Trial-withholding of Evidence, dated November 12, 1998;

(5) Plaintiff's Amendment Motion for a New Trial dated January 22, 1999, and it is

FURTHER ORDERED that Defendant State Farm's Motion for a Protection (sic) Order, dated November 12, 1998, is **GRANTED,** and it is

FURTHER ORDERED that the subpoena issued By Plaintiff to Defendant State Farm is hereby **QUASHED**; And it is

FURTHER ORDERED that Plaintiff's Motion for Assessment of Costs, dated October 31, 1998 is **DENIED**

/S/
Judge Richard A. Levie
(signed in Chambers)

Copies to: Jeremy Flachs, Esq., 7006 Little River Turnpike Suite G Annandale, VA 22003; Olga Lansing 8011 Garlot Dr., Annandale, VA 22003; Brandon Goldstone, Esq., 12600 Fair Lakes Circle Suite 220 Fairfax, VA 22033; Kathleen Wulff, Esq., 4200 Parliament Place, Suite 204, Lanham, MD 20706.

(Docketed Jan 29, 1999;
mailed Jan 29, 1999)

District of Columbia
Court of Appeals

No. 99-CV-199

OLGA M. LANSING,
Appellant

CA 265697

v.

PASHA L. NETTLES, ET AL.,
Appellees.

BEFORE: Glickman, Associate Judge; King and Ferren, Senior Judges

ORDER

On consideration of appellant's *pro se* Motion for reconsideration, it is ORDERED that The motion for reconsideration is denied.

PER CURIAM

Copies to:

Honorable Richard A. Levie
Clerk, Superior Court
Olga M. Lansing
8726 Beechwood Drive
Fairfax, VA 22031

Kathleen M. Wulff, Esq.
4200 Parliament Place
Suite 2004
Lanham, MD 20706

Quentin R. Corrie, Esquire
1200 Fair Lakes Circle, Suite 220
Fairfax, VA 22033

(Filed, District Court of Appeals Feb 11, 2000)
sl

(Declarations Page – 1 or 2)
STATE FARM FIRE AND CASUALTY
COMPANY
1500 State Farm Blvd Charlottesville, VA 22909

Policy Number 561 6541-E01-46M

Name Insured Current 6 Veh. 1 $18390
Veh. 2 $199.35
Veh. 4 $387.95

Described
Vehicle
1 82 Mitsubishi PU JbuFP2473CY701453
3 71 Oldsmobile Cutlass 32G71M225516
4 89 Mercury Gr Marquis 2MEBM74F7KX638642
Vehicle
AB-Liability
1. $132.58 Bodily injury liability
1. $145.82 Limits of Liability- coverage A
2. $167.93 each person, each occurrence
$100,000 $300,000
Property Damage Liability
Limits of Liability – Coverage B
Each occurrence
$100,000
C-Medical Payments
1 $8.12 Limit of liability-coverage C--each person 1,000
3 $9.00 Limit of liability-coverage C--each person 1,000
4 $10.29 Limit of liability-coverage C--each person 1,000
4 D-Comprehensive
4 $41.31 D coverage

G-collision
4 $78.82 G250 Coverage - $250 deductible
H-towing and labor costs
4 $2.67
R-1-rental and travel expense reimbursement-
Covered automobiles
4 $10.91

U-uninsured motorists
1 $12.50 Limits of liability – U – bodily injury
3 $11.25 each person each accident
4 $100,000 $300,000
Limits of liability-U-property damage
Each accident
100,000
$642.45 Total Premium for policy
Vehicle 1 $153.20 Vehicle 3 $166.07
Vehicle 4 $323.18

Exceptions and Endorsements (Car 1, 3, 4)

Sound receiving and transmitting equipment excluded.
Supplementary uninsured motorists insurance.
Amendatory endorsement: Add participating policy
Condition
Uninsured motorists insurance.
Amendatory endorsement: Change coverages and
Conditions
Assistance and cooperation of the insured
Out-of-state insurance.
Amendatory endorsement: changes-non-owned coverage;
policy conditions.
Rental and travel expense reimbursement-owned private
Passenger automobiles only coverage R1
Amendment of coverage D.
(Agent: A. W. Smith, phone: (703) 534-7887)

Superior Court of District of Columbia
Civil Division

OLGA M. LANSING, Plaintiff	)	(Received Civil Clerk's Office OCT 20 1998)
Vs.	)	No. 97CA002656
PASHA LAKESHA NETTLES, Defendant	)	Cal 16

MOTION – (Pro Se)

Motion of: Olga M. Lansing for a New Trial

Extension of trial held between 5-14 October 1998

Printed name: Olga M. Lansing Signature: /s/
Address: 8011 Garlot Dr. Tel. No. 703-560-4287
Annandale, VA 22003

CERTIFICATE OF SERVICE

On October 20, 1998, I mailed this motion to all Lawyers in the case, the plaintiff(s) and the Defendant(s) who do not have lawyers, as listed below:

Brandon Gladstone, Esq.
Anderson & Corrie
Suite 220
12600 Fairlakes Circle
Fairfax, VA 22033
(for ALL STATE)

Kathleen Wulff, Esq
4200 Parliament Place
Suite 204
Lanham, MD 20706
(for STATE FARM)

POINTS AND AUTHORITIES

At the trial on 5-14 Oct 98 the presentations by lawyers were totally distorted. I would like to have the opportunity to explain clearly and in layman's language what happened. /s/ Olga M. Lansing

SUPERIOR COURT OF THE DISTRICT
OF COLUMBIA
Civil Division
Washington, D.C. 20001

Olga M. Lansing,
Plaintiff

Vs. Civil Action No.
97CA002656

Pasha Lakesha
Nettles, Defendant

ORDER

Upon consideration of the motion for a new trial
Filed by Olga M. Lansing
And after hearing argument on behalf of all parties
Concerned, it is, by the Court, this _____
Day of _____, 19_____.

ORDERED:
(1) That the motion be, and it is hereby, __Granted
__ Denied
(2) That _____

Copies to:

_____
JUDGE

Copies to:
White-Plaintiff Canary-Defendant Pink-Court File
Goldenrod-Attorney
Form CV(7)-545/May 98

SUPERIOR COURT OF THE DISTRICT
OF COLUMBIA
Civil Division

Olga Lansing	)	
Plaintiff	)	
V.	)	Civil Action NO.
Pasha Nettles &	)	Cal. 16 – Judge Levie
John Doe	)	
Defendants	)	

VERDICT FORM

1. Was Defendant Nettles negligent?

Yes___ No ____

If your answer is "yes", go to Question no. 2; if Your answer is "no", your deliberations as to Defendant Nettles are over and you should go To Question no. 3.

2. Was the negligence of Defendant Nettles A proximate cause of Plaintiff's injuries and Damages?

Yes_____ No ____

If your answer is "yes", go to Question no. 3; if Your answer is "no", your deliberations as to Defendant Nettles are over, but you should go To Question no. 3.

3. Was Defendant Doe negligent?

Yes ___ No ___

If your answer is "yes", go to Question no. 4; if Your answer is "no", your deliberations as to Defendant Doe are over.

4. Was the negligence of Defendant Doe a Proximate cause of Plaintiff's injuries and damages?

Yes ____ No ____

If you answered Questions no. 1 & 2 or Questions no. 3 & 4 or all four questions "yes", then go to Question no. 5; if you answered Questions no. 1 & 3 Or Questions no. 2 & 4 "no", stop because your Deliberations are over.

5. Was Plaintiff contributorily negligent?

Yes ____ No __

If you answered Question no. 5 "yes", then continue To Question no. 6. If you answered Question no. 5 "no", then continue to Question no. 7.

6. Was Plaintiff's contributory negligence a Proximate cause of her injuries and damages?

Yes ____ No ___

If you answered Question no. 6 "yes", your deliberations Are over; if you answered Question no. 6 "no", then Continue to Question no. 7.

7. What amount of damages do you award Plaintiff?

Foreperson

Comments on the Verdict Form

1. This form, devised by Wulff, for the first time recognizes "John Doe" as one of the Defendants (plural), and even here the names are printed together, still implying one party to the defense.

2. NO IDENTITIES OF INSURANCE COMPANIES' Counsels are made—COVER-UP continued to the end.

3. Wulff prioritized the questions very cleverly, where jurors, most likely barely literate, would not have HAD to read very far.

4. If Lansing were one of the jurors and was black, her answer to Question One, would have been "no."

First reason is race—
(defendant and jurors were black).

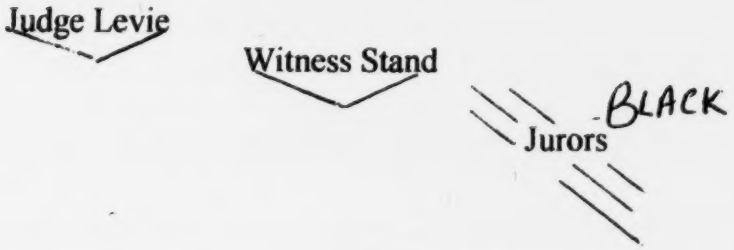
Second reason is one would not have to read the rest of the form when the first question indicates "... your deliberations ... are over ... ."

Third reason is comprehension of the many rambling Questions, even for an intelligent person, are difficult to follow.

App. 25

COURT SETTING

AND JURY SELECTION
(Jury Trial October 5 through 14, 1998)



Defendants:	Plaintiff:
Mr. Gladstone,	Jeremy Flachs,
All State Counsel	Counsel for Lansing
Nettles and Wulff,	and Lansing
State Farm BLACK	

Defendants' side depicts one section, one group, one interest of which a black figure, Nettles, is a part. The jurors saw only two opponents. Not only no explanation was provided about the two insurance companies presence, but intentional COVER-UP was approved.

For lack of knowing who were the parties to the case and what the case was all about, the one sure thing was a black face in the defendants' group to whom the jurors could relate to—"common knitting fiber."

Wulff dominated the selection of jurors (App. 7). Wulff picked young, seemingly disadvantaged, blacks and eliminated all whites.

Before the jurors entered the courtroom, Judge Levie granted Wulff's request to conceal defendants' Identities and the counsels' affiliation with the insurance Companies.

SUBPOENA (Received 11/3/98
By Fairfax Auto Claims
State Farm, Initialed "CTT")

Superior Court of the District of Columbia
Civil Division
500 Indiana Avenue, N. WS., Room JM-170
Washington, D. C. 20001 Telephone (202) 879-1133

Olga Lansing, Plaintiff SUBPOENA IN CIVIL CASE
v.
Pasha L. Nettles, Case Number:
Represented by 97-cv-2656
All State Insurance Co.

X YOU ARE COMMANDED to produce the Following documents or objects at the place, date, and time specified below.

DOCUMENTS OR OBJECTS
Arbitration Board records and statements made concerning 9 February 1996 accident.

DATE: NLT 11/9/98

Issuing person's signature: /s/ Olga M. Lansing
Date: 11/2/98; Issuing Person's name, address and phone number: Olga M. Lansing, 8011 Garlot Drive, Annandale, VA 22003, Tel. (703) 560-42878

(only relevant parts of the form are reprinted here)

(Comment: Prior to trial, a request for these documents was made on Mr. Flachs, counsel for Lansing at the jury trial. Mr. Flachs shrugged off the request giving no reason.)

8726 Beechwood Dr.
Fairfax, VA 22031
February 28, 2000

Letter to
Honorable Annice M. Wagner
D.C. Court of Appeals
500 Indiana Avenue
Washington, D. C. 20001

RE: 99-CV-199/CA-2656-97

Dear Ms. Wagner:

This is to bring to your attention January 28, 2000, Memorandum Opinion (enclosed). Everything I stated was TRUTH AND NOTHING BUT THE TRUTH. I did not expect that your staff would believe what I stated; however, I did expect that FULL DISCOVERY be made before them.

When the Calendar Notice arrived I was not well and did not respond in the designated ten-day period; therefore I did not have the opportunity for a 15-minute argument. However, even then, I would have had nothing new to add. The FACTS were lacking. The FACTS were not available to your staff to make a sound judgment.

It is ironic that your staff, nor the jury, nor even myself at the beginning UNDERSTOOD that there were two parties to the DEFENDANT side—two insurance companies. For example, see para. one on the second page of the enclosure* about the insurance policy, which is available. If the case were understood and reason for Ms. Wulff's, State Farm Insurance Co. counsel, presence, there would be no question about the insurance policy. The insurance policy provides for $100K to $300K and could have been produced.

Aside from the jury racial imbalance, the COVER-UP prevailed when Judge Levie allowed to hide the FACT of the insurance companies' presence.

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*See App. 1

The Arbitration Board's records were concealed, DECEIPT and COVER-UP prevailed and your staff endorsed this. The same Judge that after the October 1998 trial QUASHED the Arbitration Board records. The November 3, 1998, subpoena for Arbitration Board's records* was ignored by the State Farm Insurance Company and later in January 1999 "quashed" by Judge Levie, in an order prepared by Wulff.

The trial was totally manipulated, especially by Wulff, Judge Levie allowed COVER-UP and signed documents prepared by Wulff—then whole process was steered, and now your staff went along without full discovery before them, reaching erroneous conclusion.

In search for JUSTICE through FACTS, TRUTH, and FULL DISCOVERY.

Sincerely,
/s/
Olga Lansing

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*App. 6